

PROJECT APPLICATION FORM

Applicant: Town of Acton Recreation Department **Submission Date:** November 14, 2005

Applicant's Address, Phone Number and Email **Purpose: (Please select all that apply)**

Town of Acton Recreation Department

472 Main Street

Acton, MA 01720

978-264-9608 ext. 0

recreation@acton-ma.gov

☒ Open Space

☐ Community Housing

☐ Historic Preservation

☒ Recreation

Town Committee: Recreation Department

Project Name: School Street Recreational Twin Ball Fields

Project Location/Address: H4-PCL 6

Amount Requested: \$ 111,930 .00

Project Summary: In the space below, provide a brief summary of the project.

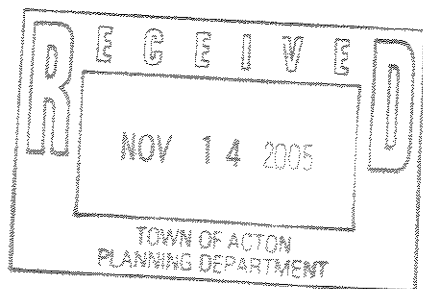
This application requests funds for the creation of twin baseball/softball fields and large practice field at the School Street Extension, located off School Street near the intersection of Route 2. (see attached locus)

The funds will be used to:

1. Divide playing fields for multi-use baseball/softball diamonds and large multi-use field
2. Replace existing topsoil with infield mix and slice seed and fertilize playing fields
3. Create base paths, pitcher's mound and new dugouts
4. Install dugout benches, bleachers, fencing and backstops

Estimated Date for Commencement of Project: Spring 2006

Estimated Date for Completion of Project: Summer 2006



Narrative:

Project Summary and Scope

The Town of Acton has entered into a 10 year license agreement with the Commonwealth increasing the available recreation space at School Street, from 4 acres to 14 acres. The license to use state-owned farmland is for non-motorized town recreational and parks purposes only. The initial contract expires May 30, 2013, with one option to renew for 10 years. The current condition of the 10 acres of the School Street extension is unplayable. To date the field has been graded, shaped and seeded once.

The proposed development of the ball fields at School Street is a step forward to meet the ever increasing demands of adult and youth sports in Acton. The development of the School Street fields will allow for additional playing spaces for leagues which have been forced to limit enrollments. Due to the lack of field space, Acton residents have been excluded from using other fields that they have worked hard to develop and protect. As a town we have reached a critical juncture in the development of expanded recreational opportunities on the School Street lands. Now more than ever CPA funds are needed to facilitate recreation development, thus reducing the field shortage and address the increasing crunch in sport organizational growth.

The new fields as planned include: one 250/300 foot softball/little league diamond and one 350 foot baseball diamond; both with infields and outfields. Additionally, there will be sufficient space allotted for a large multi-use soccer, lacrosse or football field adjacent to the existing School Street soccer fields. The scope of work project is as follows:

- Replace existing topsoil with infield mix.
- Divide the playing fields to accommodate accurate field measurements for multi-use baseball/softball diamonds.
- Create base paths with infield mix (large diamond).
- Add infield mix on small diamond.
- Create pitchers mound on large diamond.
- Install bases and pitcher's rubber.
- Install new dugouts with 6 foot fencing.
- Install bleachers, benches and protective backstop screening between fields.
- Install outfield fence and foul poles for each diamond.
- Install four foot fencing along RF and LF foul lines, with four latching gates.
- Install 16 foot high backstops with 6 foot canopy for each diamond.
- Slice seed and fertilize playing fields.

Consistency with the Acton Community Preservation Plan Goals

The twin ball field project meets many of Acton's Community Preservation Goals:

a. Open Space

- To protect the overall character of the land
- To preserve open lands that define existing property lines
- To provide public open space and ball field facilities for active recreation and organized programs
- To strengthen the cooperation between landowners and conservation/recreation organizations
- To provide public recreation lands that support Acton's goal of bringing people closer through sport programs
- To protect open space along the Fort Pond Brook corridor

b. Recreation

- To increase means for recreational programs to have adequate space for the growth of their programs
- To utilize State owned land effectively
- To provide public open space and facilities for active recreation and organized programs
- To increase recreational facilities, thus opportunities
- To address community need and fill void in community
- To maximize the number of people benefiting from use of the land

Consistency with Town Planning Documents

The development of the School Street extension is consistent with all relevant Town of Acton planning documents:

a. 1998 Master Plan Update

The ball field development at School Street implements the following broad Master Plan goals and objectives:

- Develop, maintain, and encourage the use of Acton's recreational resources
- Provide recreational opportunities for families with young children
- Encourage entertainment opportunities for teenagers
- Preserve open spaces which have value as... recreational resource
- Plan for new and expanded facilities as needed to serve the community

These are long-standing Acton planning goals that help develop the town's recreational potential.

b. 2002-2007 Open Space and Recreation Plan

In 2002-2007 OSRP identified in Acton Recommendation 15: Identify additional sites for future athletic field development. School Street fields are mentioned under Action 14 to implement the Recreation Department's five-year plan to improve existing recreation facilities and develop new recreation sites and fields. It states "in the next five years the Town will be preparing a new land use lease agreement with the State that will increase the acreage available at this site.

This area would be ideal for a full-size baseball field complete with a large practice field...” With growing, powerful public interest in open space and recreation, and the constraints we face in addressing Acton’s monetary needs for field expansion, the Committee recognizes the need to request preservation funding in order to accomplish the long-term goals of the Open Space and Recreation Plan. “As town funds become more and more difficult to obtain for recreational projects, alternative funding sources, such as the CPA, will be critical to ensure the town’s ability to address recreational needs.”

Feasibility and Competency

The project is economically feasible to implement. The Town of Acton has a proven ability to implement the proposed project based on other successful field enhancement projects. The initial phases of this project have been completed, which include securing long term license with an option for 10 year extension; site grading; shaping of drainage and some parking.

Serving Multiple Populations and Needs

The new ball fields will allow for an increase in the Town of Acton’s community-wide usage. The new School Street fields will be available for 3 seasons each year, meeting the growth needs of ASL, ABYB, Men’s Senior Baseball and the practice field to serve ABYS, Lacrosse and Pop Warner Football. The total number of individual participants for the major sport leagues served is estimated at:

- **ASL: 270+ adults**
- **ABYB: 1,989 youth**
- **ABYS: 1,750 youth, 280 adults**
- **Total: 4,289 participants**

Note the total figure does not include users such as football, lacrosse and senior baseball.

The construction of the new twin baseball diamonds with infields and dugouts will create additional fields for the Town of Acton by allowing substantially more field time on the site of School Street and by freeing up field time on other Town owned fields now occupied by groups that will use School Street instead. We have found that limited field space has restricted the growth of both adult softball and youth baseball. By creating new fields at School Street, leagues will be able to expand their opportunities with the ability to play multiple games at the twin ball fields simultaneously. The new twin ball fields will allow for an extension of the current ball season and permit more teams to join. Overall, this project will significantly expand the amount and range of uses, users and hours of usage for well over 4000 participants in the Acton-Boxborough Community.

Site Control

The School Street site is presently state-owned farmland. This 10-acre site is currently managed by the Town of Acton Natural Resource Department. A copy of the land license agreement is attached.

Cost Estimates

The Acton Recreation Department has consulted with ABYB as well as our local field maintenance coordinator, in developing the following cost estimate. Cost estimates are based on quotes received for previous work experience or similar matters and in dealing with comparable circumstances.

The project cost is estimated at:

Slice-seeding and fertilizing fields-entire 10 acre parcel:	\$11,100.00
Baseball Diamond Construction:	\$40,550.00
Fencing Costs:	\$67,000.00
Bleacher Costs:	\$6,400.00
Dugout Bench costs:	\$2,280.00
Protective Backstop Screening:	\$3,600.00
Total amount:	\$130,930.00

Private Funds

This proposal contemplates private funding sources:

• ABYB	\$10,000.00	(see attached pledge letter)
• ABYS	\$2,500.00	(see attached pledge letter)
• ASL	\$6,500.00	(see attached pledge letter)
Total donations:	\$19,000.00	

The remaining \$111,930.00 would be supported by Community Preservation Funds.

The Recreation Department, ABYB, ASL and ABYS realize the significance in requesting over one hundred thousand dollars for this project. Accordingly, we have evaluated the feasibility of completing this project in phases and would be pleased to discuss this potential approach with the Community Preservation Committee, should the Committee find phasing to be of interest. Supporting Sport organizations are also committed to additional fundraising.

Attachments:

Quotes

1. Slice Seeding and Fertilization
2. Diamond Construction
3. Fencing/Dugouts/Backstop
4. Bleachers
5. Benches
6. Protective Screening

Letters of Support:

1. Acton Boxborough Youth Soccer
2. Acton Softball League
3. Acton Boxborough Youth Baseball

Maps and Plans:

1. Land Lease Agreement between State and Town of Acton
2. Deed
3. Conceptual Field Lay-Out
4. Chart of Permissible Uses
5. Acton Zoning By-Law Chart
6. Aerial Photo
7. Book and Page
8. Locus
9. Property map
10. Town Atlas Wetland/Floodplain Map
11. Proposed Grading Plan for School Street



Noble Athletic Field Maintenance
1147 Liberty Square Road
Boxborough, Mass. 01719
978-264-4265

Proposal Number
P 20015

To: Acton Recreation Department
 472 Main Street
 Acton, Mass. 01720

Work Phone: 978-264-9608 **Date:** 11/4/2005
Project: Spring Overseeding of the School
 Street Expansion Fields
Job Location: School Street, Acton Mass.

ATT: Alison Trout

We hereby submit specifications and estimates for:

The Contractor shall provide the labor, machinery and materials required to overseed and apply initial fertilization to the playing fields, which cover an estimated 320,000 square feet. The Contractor shall integrate ProScape Sports Turf Mix, which is comprised of 50% Masterpiece Tall Fescue, 20% Rembrandt Tall Fescue, 20% Affirmed Perennial Rye and 10% Champagne Kentucky Bluegrass seed, into the soil by slice seeding at a rate of 8 pounds per 1,000 square feet in the early spring. This will be done as soon as the soil is dry enough to be seeded without creating ruts. The Contractor shall use the Lebanon Pro Starter Fertilizer with Micro nutrients, which shall be applied at a rate of 174 pounds/acre to yield 0.6 pound of Nitrogen, 0.76 pound of Potassium and one full pound of Phosphorous per 1,000 square feet. This proposal also includes an overseeding only in the late spring to cover up to 20% of the total area to fill in any bare or thin spots.

This proposal covers the 8 acres that will become the general use athletic fields and the outfields of the planned baseball fields. It does not cover the 2 acres that will become the infields of the planned baseball fields. An application of starter fertilizer will be done before the initial overseeding so as to incorporate it into the soil.

I can not guarantee the results of this over seeding without irrigation. This proposal does not include any fertilizer beyond the initial application of a starter fertilizer. An annual fertilizer program is highly recommended and can be supplied in another proposal. I also reserve the right to adjust the price of this estimate if the cost of the seed and/or fertilizer prices increase above the 10% allowed for. Presently, my suppliers can not guarantee a spring price.

We propose hereby to furnish material and labor, complete in accordance with above specifications, for the sum of

Eleven Thousand One Hundred Dollars and No Cents

(\$11,100.00)

Payment to be made as follows: 50% Down, Balance upon completion

CONDITIONS:

This agreement shall become a binding contract upon written acceptance of Noble Athletic Field Maintenance. This contract contains the full agreement between the parties and no representation by any agent shall be binding unless specifically incorporated herein. Owner shall provide reasonable access to the site, and all utilities to complete the work to be performed by Contractor. All dirt and debris shall remain on the job site unless otherwise specified herein.

Contractor will not be responsible for watering of plant materials and lawn unless specified in the contract. Guarantee of plants for one year will only be honored if proper care has been taken in watering. The Contractor will not be liable for insect damage or disease problems. In the event Owner authorizes the use of neighbor's property for the Contractor's use, Owner

agrees to be responsible for any damages incurred. Contractor agrees to exercise reasonable care. Contractor shall not be responsible for incorrect property drainage caused owner/architect during landscape procedures. Contractor shall not be responsible to clean up or to correct any deficiencies in his work until the entire amount due for work performed has been paid by the owner. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimate. Invoices for extra costs will be billed separate from contract work and will be due and payable upon receipt of the invoice. Owner is to carry fire, tornado and other necessary insurance. Contractor provides for Workman's Compensation Insurance. In the event of default by Owner of any provisions of this contract, Owner agrees to pay all collection costs, interest from date of default and reasonable attorney's fees.

Authorized Signature: _____

Note: This proposal may be withdrawn if not accepted within 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above.

Date of acceptance: _____

Signature _____

Signature _____

Diamond Athletic Turf, Inc.
P.O. Box 624
Stow, MA 01775-0624

10/24/05

Mr. Sanjay Khosla
ABYB Fields Coordinator
186 Newtown Road
Acton, Ma. 01720

Quotation: Large Baseball Diamond Construction

1. Cut in 90' base paths with infield mix
2. Build pitcher's mound
3. Install bases and pitcher's rubber

Total cost: \$25,525.00

Quotation: Small Baseball / Softball Diamond Construction

1. Cut in full infield with 60' baselines
2. Install bases and pitching rubbers

Total cost: \$ 15,025.00

Fencing big diamond

S 40 PIPE, ALL black c/ 1 2 1/2 terminal post	
2" line post 1 5/8 top+ bottom rail, 6ft , 132lf Dugouts 2	\$3,960
RF+ LF foul lines 4 ft black top+ bottom rail 440 lf 2 1/2 terminals 2" line post 1 5/8 top+ bottom	\$9,600
Outfield fence 4ft black top+ bottom rail 300ft	\$6,600
Gates 2 1 5/8	\$600
Backstop 12ft+ 6ft canopy all black 4" terminal post 64 ft 8ft 6 gauge wire, 4ft 9 gauge wire, 6ft 9 gauge canopy wire	\$16,000
SUBTOTAL	\$36,760

Fencing small diamond

Dugouts 2 - same spec	\$3,960
RF+ LF foul lines - same spec 240 lf	\$5,280
Gates 2 - same spec	\$600
Outfield fence - same spec 200ft	\$4,400
Backstop - same spec	\$16,000
SUBTOTAL	\$30,240
 TOTAL	 \$67,000
 ALL GALV SYSTEM SAME SPEC PIPE DEDUCT	 \$ 10,000

Alison Trout

From: Maura Haberman
Sent: Friday, October 28, 2005 12:08 PM
To: Alison Trout
Cc: Tom Tidman; Don Johnson
Subject: Bleacher Pricing for CPA Funding project

BSN Sports

State Bid pricing for bleachers:

Bleacher: 5 row 70 seat w/fence rail 21' \$3,199.00 (normal price is \$3,999.) With freight pricing changing daily, quote could not be made at this time. This price is for one bleacher set.

We can take an additional \$200 off if 2 or more bleachers are ordered. Shipping is based on quantity ordered. Shipping may be able to be done free w/2 or more bleachers purchased.

Maura Haberman



Quality Sports Equipment

Your one-stop online sports resource!

ITEM CODE	DESCRIPTION	QTY	COST	TOTAL
MA-01943	Bench With Back - Portable - 21' Long w/10" Seat and Back	4	\$570.00 ea	\$2,280.00

<http://www.hooverfence.com/sports/benches-bleachers/benches.htm>

Tomark Sports

P.O. Box 1088

Corona, CA 92878

Nylon Poly Web Bound Netting w/ Grommets

\$1.00/SQ FT

Custom made net panels are priced by the square foot. #21 weather treated nylon netting. Minimum charge of 100 sq ft per piece of netting ordered.

250 square feet or less:

\$1.00/sq. ft.

Description: 60 ftX40 ft

Total Cost \$2400.00

Metal Poles and rigging

\$1200.00 for two 40 ft poles

- **Total estimate for netting, two poles and rigging: \$3600.00**



Acton-Boxboro Youth Soccer

P.O. Box 745, Acton, MA 01720 www.abys.org

November 8, 2005

Alison Trout
Recreation Director, Town of Acton
472 Main Street
Acton, MA 01720

Dear Alison:

Acton-Boxboro Youth Soccer (ABYS) currently serves approximately 2000 residents (youth and adults), in the Acton and Boxboro communities, through our support and promotion of soccer for all levels of participants. This organization also encourages and supports general recreational field development plans throughout both towns in order to expand the availability of viable multi-use field space. This will afford us the ability to continue growth of the program. In addition, these expansion plans will help provide for an adequate field rotation plan so that the fields can be kept in good shape on an on-going basis.

ABYS has reviewed Acton Recreation's CPA proposal, **School Street Recreational Twin Ball Fields**, and believes that the further development and planned availability of multi-use recreational fields will benefit all town recreation programs, including our own, and can provide ABYS access to additional quality field space beyond the current supply.

In recognition of this proposal, the ABYS Board pledges an amount of \$2500 toward the process of continued seeding for the proposed areas in order to bring them online within the community.

While the current proposal does not formally address specific plans for irrigation or other general infrastructure of the proposed space, ABYS believes that both issues will ultimately be addressed and can help further enhance the proposed space. As such, the ABYS Board has further authorized the Executive Committee to approve an additional contribution of \$7500 towards the School Street expansion subject to conditions that satisfactorily advance the charter of ABYS.

We, ABYS, are excited to see the Acton Recreation CPA proposal being brought forward at a time when all recreational programs in the town are struggling with the issues of insufficient space to meet the demands that continued program growth present, and would very much like to continue to work together toward achieving these goals. Please contact us for any additional information or if you have any questions.

Sincerely,

Dave Scheuer, Executive Director, ABYS
Jon Raymond, President, ABYS
Steve Noone, Treasurer, ABYS
Sue Reuther, Secretary, ABYS



Acton, Massachusetts • www.ActonAASL.com

Serving Acton & Surrounding Communities

10 John Swift Road
Acton, MA 01720

November 8, 2005

Alison Trout
Director
Acton Recreation Department
472 Main Street
Acton, MA 01720

Dear Alison:

Thank you for requesting information on our league and goals for our upcoming 2006 season and beyond. As you already know, I (Rich) helped found the Acton Adult Softball League (AASL) in the spring of 2000 with the support of the Acton Recreation Department. It has quickly grown to capacity: in 2005, we served approximately 270 adults across 14 teams. Aside from the Acton Recreation Department program mailed each spring, we haven't advertised the league since 2000. Even so, in 2005, we turned away 19 individual registrants and 4 complete teams. We clearly have the demand for growth.

Our members largely are professionals from the greater Acton area. Many are involved in other aspects of recreation, including former members of the Acton Recreation Commission, organizers and coaches in Acton Boxborough Youth Baseball and Acton Boxborough Youth Softball, and coaches in other youth and high school sports programs. We also have significant representation from Acton fire, police, and emergency workers on our teams. All these individuals have an interest in our community and as such, if the Town is able to identify or develop this additional field space, AASL would likely be able to raise funds to offset the initial development costs.

Unfortunately, we are constrained by the supply of available softball field space. Currently, we play on two fields in Acton – Elm Street and NARA Park from mid-April to mid-August. Our schedule utilizes nearly all field space allocated to us on weekdays.

With space for twin ball fields at the School Street fields, including a full-size softball field, the Acton Recreation Department has a development opportunity that may not appear again soon. This development will benefit recreation in Acton through both your programs, including AASL, and other youth and adult programs. With additional space at this field or elsewhere, we can grow AASL beyond its 14-team capacity and generate additional revenues that we would indeed reinvest into Acton's playing fields, by working with the Recreation Department's long term plan. Organizationally, we can handle a league double this size without much more effort – so we strive to reach that goal.

By granting us more field space between Monday and Thursday in the evening between May and mid-August, we can grow the league to meet demand and reach our goals. Current projections are shown in the chart below based on scenarios of newly available field space for 2006. Note that profit figures are annual, and our intention is to work with Acton Recreation and reinvest

these surpluses directly into capital improvements to fields, such as the School Street development project.

Based on existing budget figures, AASL is prepared to allocate \$6,500 towards the development at School Street.

The popularity of this adult program is outstanding, and the potential for AASL to grow is limitless! However, growth is directly proportional to the number of playing fields available – it is our only obstacle to making AASL one of the largest and best run adult sports organization in Eastern Massachusetts.

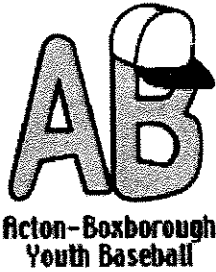
Sincerely,

A handwritten signature in black ink, appearing to read 'Rich Gottesman', with a stylized, flowing script.

Rich Gottesman
AASL Commissioner

A handwritten signature in black ink, appearing to read 'Matt Murphy', with a stylized, flowing script.

Matt Murphy
AASL Assistant Commissioner



November 8, 2005

Ms. Alison Trout
Director, Acton Recreation Department

Dear Alison,

On behalf of Acton Boxborough Youth Baseball (comprising both Little League and Babe Ruth), I am pleased to convey our support for the development of baseball fields at the school street complex. Population growth and overall interest continues to grow, not only within youth baseball, but also from other baseball and softball programs. Together this places more pressure on limited resources, and is most pronounced at the big diamond.

For years baseball has worked hard to develop and maintain fields at a pace consistent with our growth. In 2005, just over 1000 games were played during the Spring, Summer and Fall. Players participating in the Spring numbered 1121 and overall growth has averaged 9% a year since 2001. Furthermore, the rate of growth in the Babe Ruth program, those utilizing the large diamond, has grown 20% and 25% in the last two years alone. The only town field is Jones, which we share with adult baseball. Two additional large diamonds exist at the high school, but these are were also shared among the three high school teams, one Jr high team and fifteen Babe Ruth teams this past Spring. Current projections forecast 20-22 teams in three years based on the number of players currently playing who are between the ages of 9 and 12. This rapid growth and resulting size of our program has led to increased field usage and a shortage of field resources, limiting the ability to schedule adequate practice time along with games. The trend is clear and risks squeezing our ability to provide an opportunity to play baseball to all children who wish to do so.

A new full size diamond at the school street complex would provide the opportunity for children in the 13-17 age range to remain active in baseball. We anticipate some shared use of the small diamond with girls and adult softball and any opportunity to have access to this additional field would help tight scheduling elsewhere and perhaps allow the town to rest a field from time-to-time.

Our goal, shared by other youth sports programs, is to provide opportunities for children, particularly at this sensitive stage of development, not only just to play baseball but to instill traits of character, courage and loyalty, building the foundation for adult life. I don't think there is any question baseball in our community would benefit enormously by the development of these new fields. We support School Street and are excited at the prospect of funding from CPA and the development of open space for recreation use. ABYB is prepared to pledge \$10,000 for the initial phase of the project and commit funds in the 10%-20% range for long-term, likely at the higher end of this range, from our normal operating budget and other sources we are prepared to pursue.

Respectfully,

Stephen J. Mielke
President, Acton-Boxborough Youth Baseball



Mitt Romney
Governor

Kerry Healey
Lieutenant Governor

Edward A. Flynn
Secretary

The Commonwealth of Massachusetts
Executive Office of Public Safety
Department of Correction
Northeastern Correctional Center

P.O. Box 1069
West Concord, MA 01742
Phone: (978) 371-7941
Fax: (978) 371-1960
www.mass.gov/doc



Michael T. Maloney
Commissioner

Kathleen M. Dennehy
Deputy Commissioner

James J. Saba
Superintendent

November 1, 2005

Don Johnson, Town Manager
Town of Acton
472 Main Street
Acton, MA 01720

RECEIVED
NOV 03 2005

TOWN MANAGER'S OFFICE

RE: Land Lease Agreement

Dear Mr. Johnson:

Per your e-mail request of October 31, 2005, enclosed you will find a copy of the Land Lease Agreement for state property located on Well Road, Acton, MA to fire hydrant on School Street, then East to Timberline. If you have any questions or concerns, please call my office at (978) 371-7941 ext. 1200.

Sincerely,

James J. Saba
Superintendent

Enclosure(as mentioned)

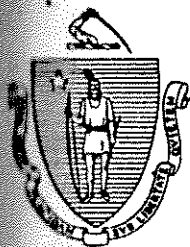


The Commonwealth of Massachusetts
Department of Correction
Northeastern Correctional Center

James J. Saba
Superintendent

MASSACHUSETTS
DEPARTMENT OF CORRECTION
NORtheastern CORRECTIONAL CENTER
1000 WEST CONCORD ROAD
WEST CONCORD, MA 01742
(978) 371-7941

NOV 03 2005
TOWN MANAGER'S OFFICE



Mitt Romney
Governor

Kerry Healey
Lieutenant Governor

Edward A. Flynn
Secretary

The Commonwealth of Massachusetts
Executive Office of Public Safety
Department of Correction

50 Maple Street, Suite 3
Milford, Massachusetts 01757-3698
(508) 422-3300
www.mass.gov/doc



Michael T. Maloney
Commissioner

Kathleen M. Dennehy
Deputy Commissioner

License to Enter and Use State-owned Farmland

Preamble

This instrument ("this License") is a license pursuant to MGL c. 20, s 14, by and between the Commonwealth of Massachusetts, acting by and through its Department of Correction and Town of Acton, Massachusetts
("Licensor") ("Licensee").

(Check One)

<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/>	General Partnership
<input type="checkbox"/>	Business Corporation	<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Not-For-Profit Corporation	<input type="checkbox"/>	Limited Liability Partnership
<input type="checkbox"/>	Limited Liability Company	<input checked="" type="checkbox"/>	Other: <u>Municipal Government</u>
<input type="checkbox"/>	Trust		(indicate entity type)

The Commonwealth of Massachusetts is the owner of certain vacant land (the "Licensed Premises") that is more fully described in Article 2 and 3 of, and *Attachment 3* to, this License. Licensee desires to enter upon the Licensed Premises for the purposes described in Article 4 of this License. Therefore, Licensor grants the privileges of such entry, the permitted uses defined in Article 4 of this License, and other privileges set forth in this License, and Licensee accepts the same, subject to the following terms and conditions:

License

1. REFERENCE DATA

- A. Date of License: July 1, 2003
- B. Mailing Address of Licensor: Secure Facilities Unit
Department of Correction
Commonwealth of Massachusetts
Attention: Director of Fiscal Services
Route 2, 965 Elm Street, Building 26
P.O. Box 9125
Concord MA 01742-9125
- Telephone: 978-405-6600
FAX Number: 978-405-6659

All references in this License to "Licensor" refer to said Department of Correction unless otherwise expressly stated in this License.

- C. Mailing Address of Licensee: Attention: Town Manager, Town of Acton
(include ZIP Code) 472 Main Street, Acton MA 01720
(include Area Code(s)) Telephone: 978-264-9612
FAX Number: 978-264-9630

- D. Licensed Premises: As defined and described in Articles 2 and 3 of, and *Attachment 3* to, this License.
- E. Permitted Use: Non-motorized Town Recreation and Parks purposes, as further defined in Article 4 of this license.
- F. Term of License (not to exceed twenty (20) years): As defined in Article 6 of this License.
- G. License Fee: As defined in Article 7 of this License.

2. LICENSED PREMISES

- A. Entry and use are limited to the Licensed Premises, as shown on the plan(s) or diagram(s) attached to this License as *Attachment 3*, and further described as follows (if no further limitation, write "NONE"):

Non-motorized Town Recreation and Parks purposes

(Attach plan(s) or diagram(s), marked as *Attachment 3*, showing location of the Licensed Premises and entry)

- B. Licensee's employees, agents, and contractors shall have, as appurtenant to this License, the non-exclusive use, in common with others entitled thereto, of any sidewalks, elevators, loading facilities, and entrances and exits from public streets and highways serving the Licensed Premises.

3. CONDITION OF THE LICENSED PREMISES

Licensee acknowledges and agrees as follows:

- A. Licensee accepts the Licensed Premises in "as-is, where-is" condition.
- B. Licensor is under no obligation to make any repairs, renovations, or alterations to the Licensed Premises.
- C. Licensor has made no representations or warranties whatsoever regarding the Licensed Premises, including, without limitation, no representations or warranties regarding fitness of the Licensed Premises for Licensee's intended purpose or use.

4. PURPOSES AND USES

The privileges of Licensee under this License with regard to the Licensed Premises shall be for the following and no other purposes and uses (the "Permitted Uses"): Use as further defined in the Management Plan, which is incorporated into this License as *Exhibit B*.

5. LICENSEE'S EQUIPMENT

Licensee may bring such vehicles and other equipment upon the Licensed Premises as would ordinarily be used to operate and use the Licensed Premises for the purposes and uses permitted by this License, subject however, to the following limitations: (Do not leave blank - if no limitations, write "NONE").

NONE	

6. TERM (Not to exceed 20-years) (Fill in blank(s) appropriately.)

- A. The term of this License shall be ten (10) years with one Option to Renew. Up to ten (10) years.
- C. The term of this License shall commence on July 1, 2003 and shall expire on May 30, 2013 unless terminated earlier in accordance with the terms of Article 17 (indicate the appropriate month, day, and year in each blank).
- D. The term of this License (Mark one. If (2) is marked, complete the blank at end.)
- (1) shall not be extended
- (2) may be extended on the following terms subject to the prior written approval of the Licensor _____

7. LICENSE FEE

- A. In consideration of the rights granted to Licensee under this License, Licensee shall pay no license fee. There are to be no remaining payments for this initial portion of the license.

\$ None	2003	\$ None	2004	\$ None	2005	\$ None	2006	\$ None	2007
\$ None	2008	\$ None	2009	\$ None	2010	\$ None	2011	\$ None	2012

- B. The License Fee shall be delivered to Licensors at the address shown on page 1 of this License and shall be paid in good funds to the order of the Commonwealth of Massachusetts, Department of Correction.

8. PERMITS

- A. This license and all obligations hereunder are specifically dependent upon the issuance to Licensee of all permits and licenses (including, but not limited to, pesticide applicator licenses, animal health permits, and applicable environmental authorizations) required to use the Licensed Premises for the purposes described in this License from all governmental agencies having jurisdiction.
- B. It shall be the responsibility of Licensee to obtain each such permit or license, at Licensee's sole cost and expense.
- C. If Licensee is refused any such permit or license, this License shall be null and void, with no further obligation by either party to perform.
- D. If any such permit or license is revoked or cancelled during the term of this License, it shall be cause for terminating this License immediately as set forth in Section 17.C, hereof.

9. ALTERATION OF THE LICENSED PREMISES

- A. Except as provided in Section 9.B hereof, Licensee shall make no alterations or improvements upon the Licensed Premises except as may be specifically permitted in the Management Plan (attached to this License as *Exhibit B.*).
- B. Licensee shall not make any alterations or improvements not permitted by the Management Plan upon the Licensed Premises unless Licensee has obtained Licensors prior written approval and consent. Licensors shall review and respond in a timely manner to any reasonable requests by Licensees to make such alterations or improvements.
- C. Any alterations or improvements made by Licensee shall be made strictly in accordance with the terms and conditions established in writing by Licensors. Such terms may include, without limitation, prior written approval of plans, insurance coverage, and a requirement that Licensee remove any or all of Licensee's alterations or improvements upon the expiration or earlier termination of this License.

- D. All such alterations or improvements remaining upon the Licensed Premises after the expiration of this License shall be subject to the provisions of Section 11.J hereof.

10. UTILITIES (Mark A, B, or C and any necessary subparts.)

A. _____ The Licensed Premises are not served by any utilities.

B. ✓ _____ Licensee shall pay for the following utility service(s)

✓ _____ Electricity ✓ _____ Water

C. _____ Licenser shall pay for the following utility service(s):

_____ Electricity _____ Water

- If Licenser provides any utility system or service at the Licensed Premises or agrees to pay for the cost of any utility service, Licenser makes no representation or warranty whatsoever with respect therefore, including, without limitation, no representation or warranty as to the adequacy of the same for the purposes and use of Licensee.
- Licenser shall not be responsible for any interruption in utility service.
- Licenser may, at any time, require Licensee to contact directly with the supplier of such service.

11. CONDUCT OF LICENSEE

A. Compliance with Licenser's Directives

Licensee agrees to observe and obey all directives given by hand, facsimile, or registered or certified mail from the duly designated personnel of Licenser.

B. Compliance with Laws

Licensee shall at all times operate the Licensed Premises in accordance with all applicable laws, statutes, ordinances, regulations, permits, licenses, and the requirements of Licensee's insurance policies.

C. Repair of Damage

Licensee shall neither cause nor suffer any waste of the Licensed Premises and shall maintain the Licensed Premises in good order at all times. Licensee's responsibilities shall include, but not be limited to, the repair of any and all damage or breakage resulting from acts of vandalism or the intentional or negligent acts of Licensee or others, but excluding damage or breakage caused by employees, agents, or contractors of Licenser. All repairs made by Licensee shall be performed in a manner satisfactory to Licenser. Licenser shall have the option to make such repairs for the account of Licensee, in which event Licensee shall reimburse Licenser for any and all costs incurred by Licenser to make such repairs. Licensee shall make payment within ten business days after written demand by Licenser.

D. Sanitation

Licensee shall maintain the Licensed Premises in a sanitary condition and shall follow all directions of Licenser with regard to the collection and disposal of refuse.

E. Security

Licensee shall be solely responsible for providing, at Licensee's sole cost and expense, such security protection as Licensor may require, in Licensor's reasonable discretion, to protect the Licensed Premises, Licensee's invitees, third parties, and the public from injury or damage.

F. Cost of Operations

Except as otherwise expressly set forth in this License, Licensee shall be responsible for any and all costs and expenses associated with Licensee's operations upon the Licensed Premises.

G. Operations Limited to Permitted Uses

Licensee shall not conduct, nor permit any of its employees, agents, contractors, or invitees to conduct, any operations or business upon the Licensed Premises except for that permitted by Article 4 of this License, unless prior written authorization is provided by Licensor. Any such authorization shall be given or denied solely at Licensor's discretion.

H. Hazardous Materials

Without limiting any of Licensee's obligations under this or any other Article of this License, Licensee agrees that Licensee shall not cause or permit any hazardous materials to be used, generated, stored, or disposed of on, or about, or transported to or from the Licensed Premises. For the purposes of this License, "hazardous materials" shall include, but not be limited to, substances defined as "hazardous substances", "corrosive", "toxic substances", "hazardous wastes", "hazardous materials", "caustic substances", "mercury containing devices", "old tires", or "oil" in any federal or state statute concerning hazardous materials now or hereafter enacted, including all regulations adopted or publications promulgated thereunder. For purposes of this License, "hazardous materials" shall not include pesticides or fertilizers that are used and managed in compliance with *Exhibit B* of this License and with all applicable laws, regulations, orders, permits, and/or licenses.

I. Alcoholic Beverages

Unless specifically permitted by the terms of this License, Licensee shall not bring, store, maintain, consume, or serve alcoholic beverages upon the Licensed Premises, nor allow any of Licensee's employees, agents, contractors, or invitees to do the same.

J. Surrender of Licensed Premises

Upon the expiration or earlier termination pursuant to Article 17 of this License, Licensee shall immediately vacate and surrender the Licensed Premises to Licensor. Licensee shall also remove all of Licensee's property from the Licensed Premises and restore the Licensed Premises to the condition the Licensed Premises were in at the commencement of this License, reasonable wear and tear excepted, and subject further to any obligation Licensee may have hereunder to make repairs or improvements to the Licensed Premises. Upon agreement of the parties, Licensee may abandon all or part of its property and/or agricultural improvements it has made in place. If any of Licensee's personal property remains on the Licensed Premises after the expiration or earlier termination of this License without written agreement between the parties, said property shall be deemed abandoned and may be retained by Licensor without compensation to Licensee, or said property may be removed and either stored or disposed of by Licensor at the sole cost and expense of Licensee.

12. LICENSEE ASSUMES ALL RISKS

- A. Licensee agrees that Licensee shall use and occupy the Licensed Premises at Licensee's own risk, and Licensor shall not be liable to Licensee for any death or personal injury, or for any loss or damage to vehicles, equipment, fixtures, or other personal property of Licensee that are brought upon the Licensed Premises.
- B. Licensee accepts complete liability for acts, omissions, and negligence of Licensee and the officers, agents, contractors, employees, and invitees of Licensee while present upon the Licensed Premises or while exercising Licensee's rights hereunder.
- C. Without limiting the foregoing, Licensor shall have no liability to Licensee or to Licensee's officers, agents, contractors, employees, or invitees for any injury, death, loss, or damage caused by any act of Licensee's invitees, officers, agents, contractors, employees, or members of the general public.

13. INDEMNIFICATION

- A. Licensee shall indemnify Licensor, the Commonwealth of Massachusetts, and the Department of Correction and save them harmless from and against any and all injury, loss, claim, action, damage, or liability arising out of any act, failure to act, or negligence of Licensee, or of Licensee's officers, agents, contractors, employees, or invitees, to the extent permitted by law.
- B. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities, including attorney's fees, in connection with any such injury, loss, or damage or any such claim, or any proceeding brought thereon or in defense thereof, to the extent permitted by law.

14. INSURANCE

Licensee shall keep in force, at Licensee's sole cost and expense during the full term of this License and during such times as Licensee occupies the Licensed Premises or any part thereof, the following insurance policies:

- A. Comprehensive general liability insurance covering Licensee against all claims and demands for personal injury or damage to property that may be claimed to have occurred upon or about the Licensed Premises. Said insurance shall be written on an occurrence basis to afford protection in the amount of \$ 100,000.00/per person (not less than one hundred thousand dollars) combined single limit for personal and bodily injury and death and for property damage, with a so-called "broad-form" endorsement and contractual liability coverage insuring the performance by Licensee of the indemnity agreements set forth in Article 13 of this License.
- B. Vehicle Liability Insurance covering each vehicle of Licensee entering the Licensed Premises in an amount not less than the compulsory coverage required in Massachusetts.
- C. Worker's compensation insurance covering Licensee's employees upon the Licensed Premises in such amounts as are required by law.

D. The following additional insurance coverage is required or otherwise with "NONE"
NONE

- E. All insurance coverage required by this Article 14 shall be by standard policies obtained from financially sound and responsible insurance agencies authorized to do business in Massachusetts.
- F. Each said insurance policy shall name the Commonwealth of Massachusetts as an additional insured and shall contain a provision stating that such coverage shall not be cancelled, reduced, or otherwise materially altered without at least ten days prior written notice to Licensor. Cancellation, reduction, or other material alteration shall be grounds for termination of this License pursuant to Section 17.C of this License.
- G. If Licensee fails to obtain or to maintain any of the insurance coverage required by this Article 14, or if any of the required insurance policies are cancelled, it shall be grounds for immediate termination of this License as provided in Section 17.C of this License.
- H. One or more certificates of insurance showing insurance coverage as required by this Article 14 are attached to this License as *Exhibit C*.

15. ASSIGNMENT

Licensee shall not sell, assign, sublease, mortgage, or transfer any interest in this License without obtaining, in each instance, the prior written consent of Licensor. The decision to grant or withhold such consent shall be at Licensor's sole discretion.

16. RIGHTS OF LICENSOR AND AGENCY TO ENTER

- A. Licensor reserves the right to enter upon the Licensed Premises at any time to make repairs, perform maintenance, inspect the Licensed Premises, show the Licensed Premises to others, monitor compliance with this License, or for any other reason.
- B. Licensee shall not interfere with the exercise of this right and shall cooperate with Licensor, other representatives of the Commonwealth of Massachusetts, and their agents.

17. TERMINATION

This License shall expire on the date specified in Section 6.B, unless extended in compliance with the terms of this License and all other requirements of law, or unless terminated earlier under the following conditions:

A. Without Cause. If circumstances that were unanticipated at the time this License was issued, or that are beyond the control of Licensee or Licensor, result in an inability to continue this License for its full term, then either Licensee or Licensor may terminate this License by giving written notice to the other party at least ninety (90) calendar days prior to the effective date of termination stated on the notice. Licensor shall not terminate this License pursuant to this Section 17.A during the growing season of any crop grown on the Licensed Premises described in *Attachment 3* pursuant to the Management Plan attached as *Exhibit B* unless required to do so by law.

B. For Breach. If in the opinion of Licensor, Licensee fails to fulfill its obligations, Licensor may terminate this License by giving written notice to Licensee at least thirty (30) calendar days before the effective date of termination stated in such notice. The notice shall specify in reasonable detail the nature of Licensee's breach. The notice may also state a period during which Licensee may cure the breach, provided that such period shall expire on or before the termination date stated in the notice. If

Licensee is given an opportunity to cure the breach (which shall be within the sole discretion of Licensors) and Licensee fails to complete such cure to the satisfaction of Licensors within the cure period, this License shall come to an end on the termination date stated in the notice.

C. Emergency. If Licensors determines that it is necessary to terminate this License or suspend Licensee's rights hereunder immediately in order to prevent injury or damage to persons or property, including, but not limited to, the interest of the Commonwealth of Massachusetts in the Licensed Premises, or to protect state or federal funds, Licensors may terminate this License or suspend Licensee's rights hereunder by providing written notice to Licensee stating the grounds for said termination or suspension. Said notice may be given in the form of a telegram, mailgram, hand-carried letter, fax, or other reasonable written means, and this License shall be terminated or suspended, as the case may be, upon delivery of said notice to Licensee.

- If this License is terminated in accordance with any of the provisions of this Article 17, this License shall come to an end as fully and completely as if the term had expired on the date set forth in Article 6, and Licensee shall vacate and surrender the Licensed Premises as provided in Section 11.J.
- Upon the expiration or earlier termination of this License, Licensors, immediately or at any time thereafter, may enter upon the Licensed Premises or any part thereof and expel Licensee and those claiming through or under Licensee and remove their effects forcibly if necessary. This remedy shall be without prejudice to any other remedies that Licensors may have for breach of this License by Licensee.
- If this License is terminated by Licensors in accordance with any of the provisions of this Article 17, Licensee shall not be relieved of liability to Licensors for arrears in the License Fee or for any other injury or damage sustained by Licensors or the Commonwealth of Massachusetts as a result of a breach by Licensee of any of the terms or conditions of this license, whether occurring before or after such termination.
- Licensee expressly waives any right to damages related to such termination, including, without limitation, incidental or consequential damages.
- If this License is terminated for any reason other than the fault or request of Licensee, Licensors shall commensurately reduce, on a prorated basis, the License Fee that Licensee has covenanted to pay. Furthermore under such circumstances, Licensors shall refund to Licensee, on a prorated basis, any portion of the License Fee that has been prepaid for a period during which Licensee was denied use and occupancy of the Licensed Premises for any reason other than the fault or cause of Licensee.

18. NO ESTATE CREATED

- A. This License shall not be construed as creating or vesting in Licensee any estate in the Licensed Premises, but only the privileges of entry and use as herein described.
- B. Licensee understands, acknowledges, and agrees that Licensee is acquiring no interests or rights whatsoever in or to the Licensed Premises by virtue of this License and that Licensee is hereby granted the privileges of entering and using the Licensed Premises in accordance with the provisions of this License.
- C. This License does not constitute the granting of an interest in real property for any purpose, and Licensee shall not have any right to make any permanent improvements to, nor to install any permanent fixtures on, the Licensed Premises, unless such improvements or fixtures are explicitly authorized by Article 6 hereof or by other written authorization subsequently given by Licensors pursuant to Section 6 hereof.

- D. Licensee shall have no right to require specific performance of the obligations of Licensor hereunder.

19. NON-DISCRIMINATION

- A. Licensee shall not discriminate against any qualified employee, applicant for employee, subcontractor, or person or firm seeking to provide goods or services to Licensee, nor shall Licensee deny any person access to the Licensed Premises or to any activities or programs carried out pursuant to this License because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation.
- B. Licensee shall comply with all applicable federal and state statutes, rules, and regulations prohibiting discrimination in employment and accommodations.

20. NOTICES

- A. Unless otherwise expressly permitted hereunder, all notices or other communications required or permitted to be given under this License shall be in writing and signed by a duly authorized representative of the party giving the notice, and shall be given by hand delivery (including, without limitation, courier, Federal Express, or other overnight delivery service) or mailed by United States certified mail, postage prepaid, return receipt requested.
- B. Such notices shall be sent or addressed to Licensor and Licensee at the addresses set forth in Article 1 of this License.
- C. Notices may also be sent by fax to either party, provided a fax number is given for such party in Article 1 of this License.
- D. By notice given hereunder at any time and from time to time, Licensor or Licensee may designate a different address or fax number to which notices shall be sent.
- E. Notices served as aforesaid shall be deemed given for all purposes (i) on the date shown on the receipt for such delivery or (ii) as of the date such notice was sent if notice is given by fax or if delivery is refused or acceptance could not be obtained.

21. MISCELLANEOUS PROVISIONS

- A. This License may not be modified except in a written document duly executed by both parties.
- B. This License contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of the License.
- C. Licensee, its employees, officers, contractors, or agents are not authorized to bind or involve the Commonwealth of Massachusetts or any of its agencies in any contract or to incur any liability for or on the part of the Commonwealth of Massachusetts.
- D. If any portion of this License is declared to be illegal, unenforceable, or void, then all parties to this License shall be relieved of all obligations under that portion, provided, however, that the remainder of this License shall be enforced to the fullest extent permitted by law.

- E. No consent or waiver, whether express or implied, by Licensor to or of any breach of the terms of this License by Licensee shall be construed as a consent or waiver to or of any other breach. No waiver of any breach or default or other indulgence shall be effective unless expressed in writing by Licensor.
- F. The Preamble of this License is an integral part of this License and not mere recitals.
- G. The captions in this License are inserted for convenience of reference only and in no way define, describe, or limit the scope or intent of this License or any of the provisions hereof.
- H. No official, employee, or consultant of the Commonwealth of Massachusetts shall be personally liable to Licensee or to any person claiming under or through Licensee for or on account of any alleged breach of this License, or for any act, failure to act, or other matter arising out of the execution of this License or the performance of Licensor's obligations hereunder.
- I. This License shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this License shall be brought in courts within the Commonwealth of Massachusetts.
- J. This License is to take effect as a sealed instrument.
- K. The following exhibits and attachments are made a part of this License for all purposes (mark appropriately below and on each exhibit):

✓ *Attachment 3 – Plan or Diagram of Licensed Premises*

✓ *Exhibit B – Management Plan*

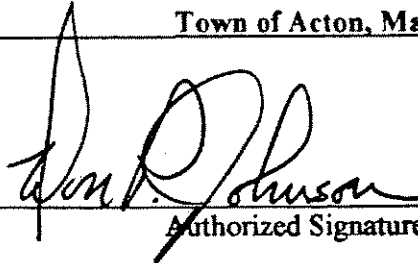
✓ *Exhibit C – Insurance Certificate(s)*

WITNESS the duly authorized signatures of Licensee and Licensor on three counterparts of this License, each of which shall be considered to be an original, for all intents and purposes. This License shall be valid upon, but not before, the delivery of a fully executed counterpart to Licensee by Licensor.

LICENSEE:

Town of Acton, Massachusetts

By:

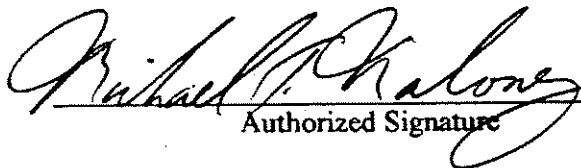

Authorized Signature

Town Manager
Title

DON P. JOHNSON
Signer's Printed Name

7/23/03
Date

LICENSOR: The Commonwealth of Massachusetts
Acting by and through its Department of Correction


Authorized Signature

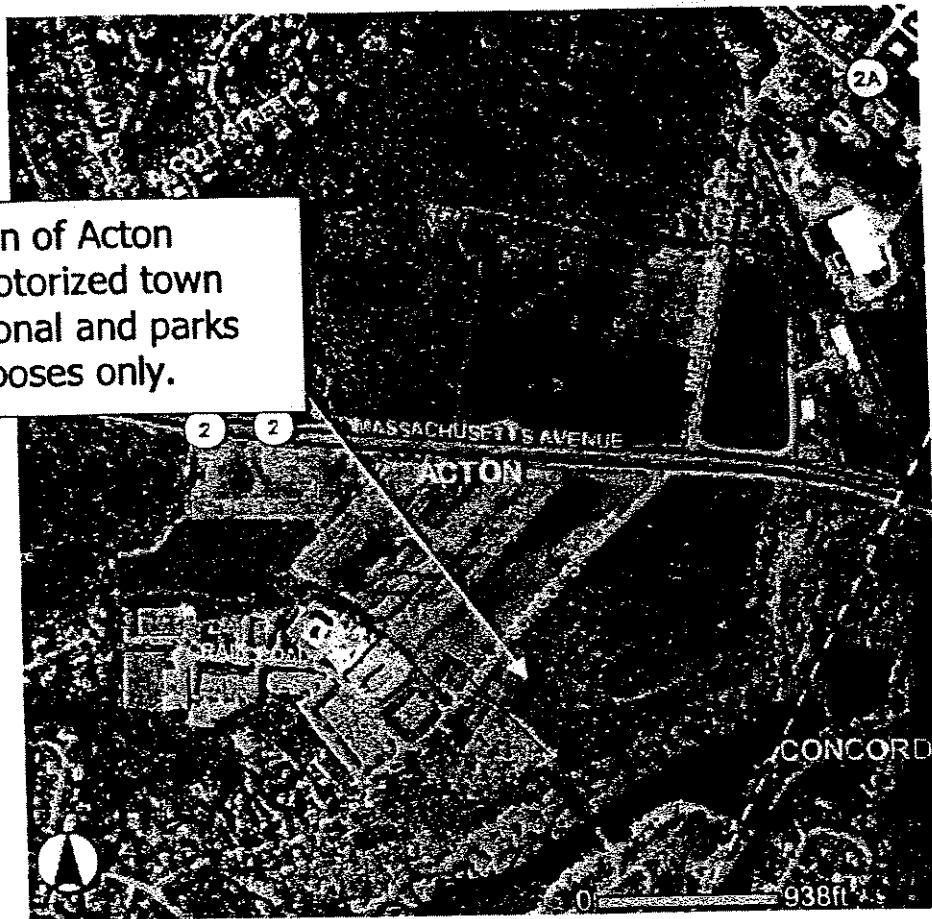
Commissioner
Title

Michael T. Maloney
Signer's Printed Name

7-23-03
Date

Duplicate / Copy

Town of Acton
Non-motorized town
recreational and parks
purposes only.

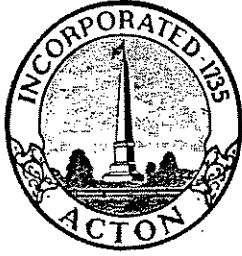


License to use state-owned farmland
for non-motorized town recreational and parks
purposes only.

Property boundary: from Well Road to fire hydrant on School
Street, then East to timberline.

Initial duration: Contract expires May 30, 2013.

Renewal options: One option to renew. That option is for up
to ten (10) years.



TOWN OF ACTON
Town Manager's Office
472 Main Street
Acton, Massachusetts, 01720
Telephone (978) 264-9612
Fax (978) 264-9630
E-mail djohnson@town.acton.ma.us

Exhibit B – Management Plan

Town of Acton Management Plan For Massachusetts Department of Correction Land Located off School Street, Acton

Agreement:

The Town of Acton (Town) has entered into a "License to Enter and Use State-Owned Farmland" (Agreement) 11 acres (more or less) of land (Licensed Premises) east of School Street, Acton, MA as defined in Attachment 2 of this agreement.

Licensed Premises Condition:

Under the Terms of the Agreement, the Town accepts the Licensed Premises in "as-is and where-is" condition and the Department is under no obligation to make any repairs, renovations, or alterations to the Licensed Premises.

Permitted Use:

The Town is permitted to enter and use the Licensed Premises for non-motorized recreational and park purposes.

Jurisdiction:

The Licensed Premises shall be, and remain under the jurisdiction of the Acton Board of Selectmen, or their designee, throughout the term of this Agreement.

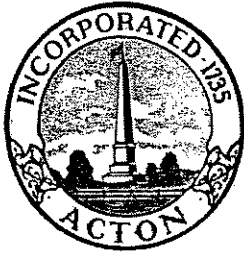
Alterations or Improvements to the Licensed Premises:

The Town has the right to make alterations or improvements to the Licensed Premises as it relates to non-motorized recreation and park purposes including the ability to provide utility services (electricity and water) to the Licensed Premises, the construction of parking spaces and the construction of storage sheds and concession stands.

Term of the Agreement:

The term of the Agreement shall be ten (10) years with one option to renew up to ten years.

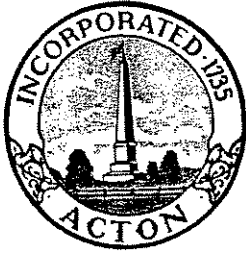
Executed and delivered to the Town of Acton, Board of Selectmen on this Day of July, 2003.



TOWN OF ACTON
Town Manager's Office
472 Main Street
Acton, Massachusetts, 01720
Telephone (978) 264-9612
Fax (978) 264-9630
E-mail djohnson@town.acton.ma.us

Exhibit C – Insurance Certificates (s)

The Town of Acton agrees to provide Certificates of Insurance to the Commonwealth of Massachusetts Department of Corrections as required by Section 14 of the "License to Enter and Use State-Owned Farmland" Agreement within thirty (30) days of execution of the agreement.



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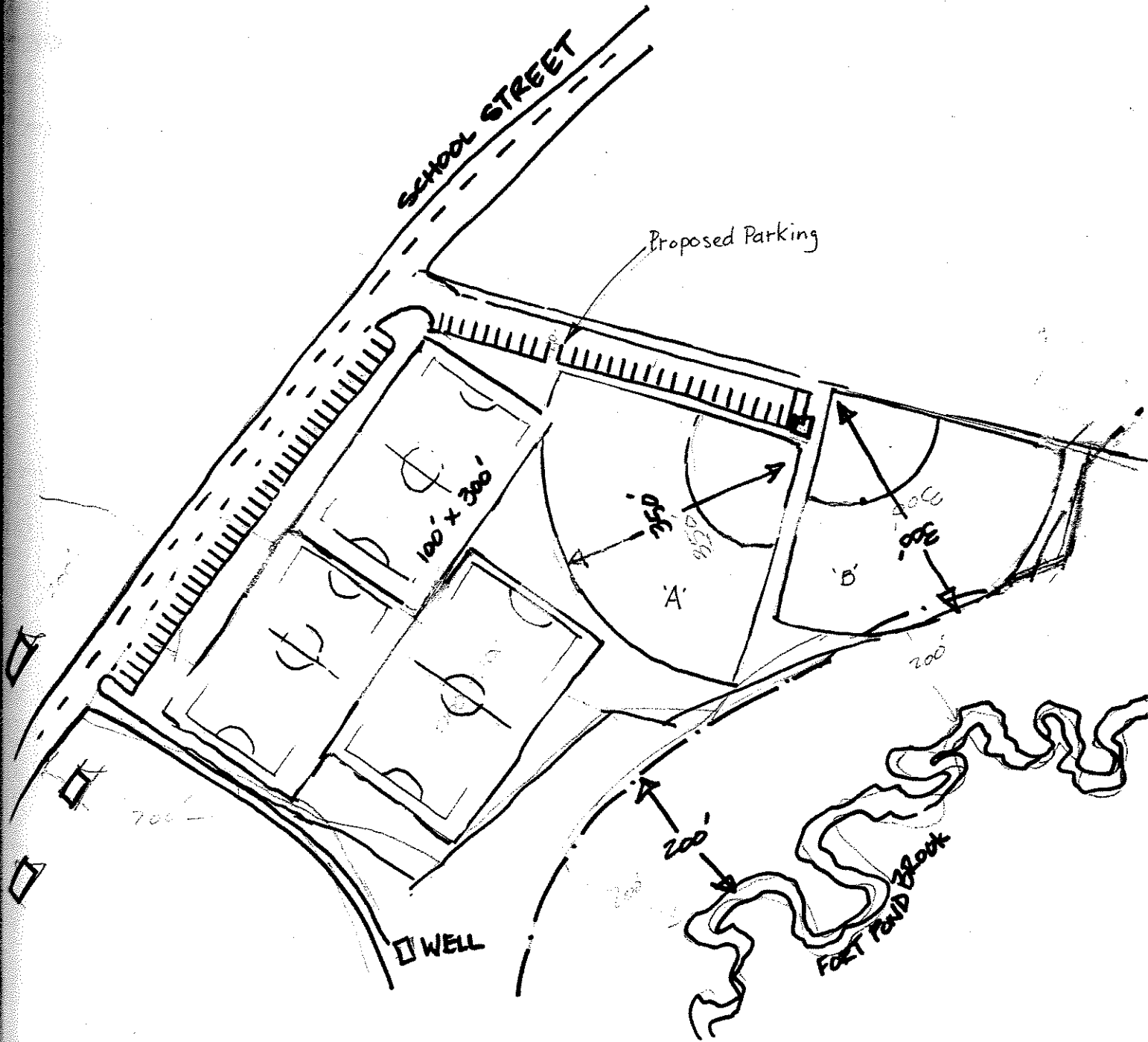
①

Know all Men by these Presents,

41
2647

Haywood
to
Comwealth of Mass

That we George Haywood, of the City, County, and State of New York, unmarried, Edith B. Sellers in her right, and Fred W. B. Sellers, her husband, of Boston Massachusetts. Olga B. Haywood, widow, and Charles Fay Haywood unmarried, both of Concord, Massachusetts in consideration of six thousand dollars paid by the Commonwealth of Massachusetts the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell, and convey unto the said Commonwealth of Massachusetts a certain farm lying in Acton and Concord containing 206 acres, 33¹/₁₀₀ poles more or less, and bounded as follows, to wit: Beginning on the easterly side of said farm on the old Harvard Turnpike, at land now or late of George Lee, thence running north 61° West on said Turnpike 13 poles 11 links; thence crossing said Turnpike and running northeasterly on a town road to land now or late of Keefe 70 poles 10 links; thence north 80° 5' West 15 poles 16 links thence north 81° 35' West 28 poles 13 links all on land now or late of Keefe to land now or late of Wetherbee; thence north 70° 35' West 7 poles 14 links; thence north 4° 20' East 15 poles 6 links; thence north 66° 42' West 21 poles 17 links; thence north 65° 35' West 64 poles 14 links; thence north 65° 55' West 11 poles 6 links; thence north 61° 55' West 4 poles 15 links; thence north 62° 35' West 6 poles 13 links all on land of said Wetherbee to land now or late of Farrar; thence south 7° West 7 poles 11 links; thence south 17° West 14 poles 4 links; thence south 8° 25' West 8 poles 21 links; thence south 36° 55' West 7 poles 8 links; thence south 44° 45' West 12 poles 21 links; thence south 33° 10' West 15 poles 16 links; thence south 39° 50' West 8 poles all on land now or late of said Farrar; thence south 57° 20' West on land now or late of said Farrar 10 poles and crossing said Turnpike; thence north 68° 35' West on said Turnpike to land now or late of Saml. Warner 37 poles 7 links; thence south 5° East 16 poles; thence south 5° 20' East 17 poles 23 links; thence south 4° 5' East on land now or late of said Warner to land now or late of Thos. Sawyer 25 poles 21 links; thence north 69° East 9 poles 5 links; thence south 41° 17' East 20 poles 20 links; thence south 32° 20' East 34 poles 9 links all on land of said Sawyer to the town road; thence north 49° 5' East on said road 5 poles 14 links; thence crossing said road south 51° 50' East on land now or late of B. Haynes to a pitch pine tree 38 poles 19 links thence south 131° East on land now or late of said Haynes to a pine tree with which there is to land now or late of Olga Wood 50 poles 11 links thence north 38° 50' East to a pitch pine tree 13 poles 21 links thence south 131° East 5 poles 2 links all on land now or late of said Wood to land now or late of J. B. Warner thence south 131° East on land now or late of said Warner to a stone wall at land



75 CAR SPACES

School St.

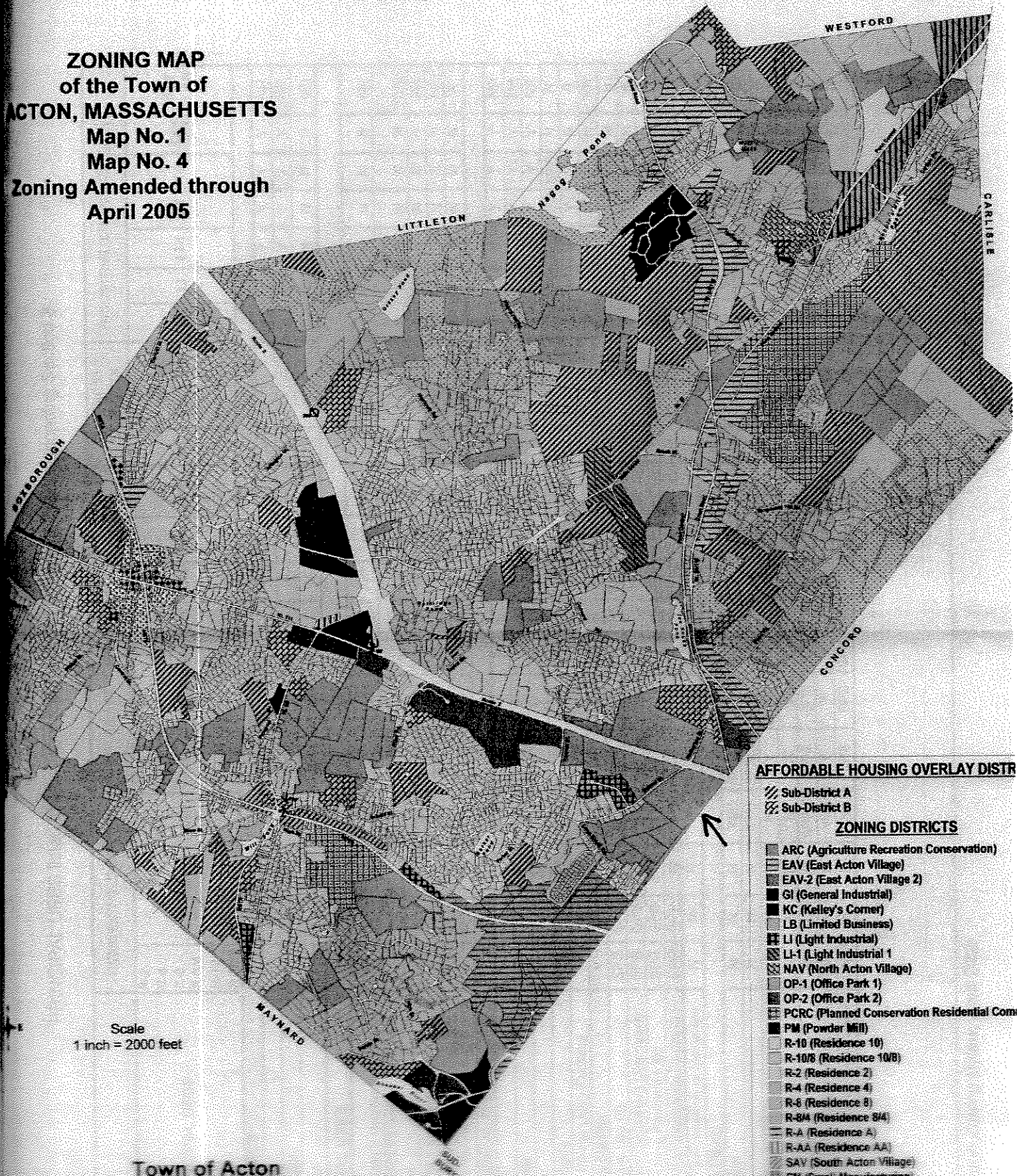
1" = 200'

Twin Ball Field Plan:

A 350' Baseball field

B 250' 300' Softball - Little League
F.R.C.

ZONING MAP
of the Town of
ACTON, MASSACHUSETTS
Map No. 1
Map No. 4
Zoning Amended through
April 2005



Scale
1 inch = 2000 feet

Town of Acton
Planning Department, 2005

(parcel amended through 2005)

AFFORDABLE HOUSING OVERLAY DISTRICT

- Sub-District A
- Sub-District B

ZONING DISTRICTS

- ARC (Agriculture Recreation Conservation)
- EAV (East Acton Village)
- EAV-2 (East Acton Village 2)
- GI (General Industrial)
- KC (Kelley's Corner)
- LB (Limited Business)
- LI (Light Industrial)
- LI-1 (Light Industrial 1)
- NAV (North Acton Village)
- OP-1 (Office Park 1)
- OP-2 (Office Park 2)
- PCRC (Planned Conservation Residential Community)
- PM (Powder Mill)
- R-10 (Residence 10)
- R-10/8 (Residence 10/8)
- R-2 (Residence 2)
- R-4 (Residence 4)
- R-8 (Residence 8)
- R-8A (Residence 8A)
- R-A (Residence A)
- R-AA (Residence AA)
- SAV (South Acton Village)
- SM (Small Manufacturing)
- TD (Technology District)
- VR (Village Residential)
- WAV (West Acton Village)

TABLE OF PRINCIPAL USES
 PRINCIPAL USES listed in this Table are subject to provisions in corresponding Section 3.

PRINCIPAL USES	RESIDENTIAL DISTRICTS				VILLAGE DISTRICTS				OFFICE DISTRICTS		BUSINESS DISTRICTS			INDUSTRIAL DISTRICTS					SP. DIST.								
	R-2	R-4	R-8	R-8/4	R-10	R-10/8	R-AA	R-A	VR	EAV	EAV-2	NAV	SAV	WAV	OP-1	OP-2	KC	LB	PM	GI	LI	LI-1	SM	TD	ARC	SITE PLAN	
3.2 GENERAL USES																											
3.2.1 Agriculture	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	NR
3.2.2 Conservation	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	NR
3.2.3 Recreation	SPP	SPP	SPP	SPP	SPP	SPP	SPP	SPP	SPP	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	NR
3.3 RESIDENTIAL USES																											
3.3.1 Single Family Dwelling	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	NR
Single Family Dwelling with one Apartment	Y(1)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y	N	N	N	N	N	N	N	NR
3.3.3 Two-FAMILY Dwelling	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	N	N	N	N	N	N	N	N	N	N	N	NR
3.3.4 Dwelling Conversions	SPA	SPA	SPA	SPA	SPA	SPA	SPA	SPA	SPA	SPA	SPA	SPA	SPA	SPA	N	N	SPA	SPA	N	N	N	N	N	N	N	N	NR
3.3.5 Multifamily Dwelling	N	SPS	Y	SPA(2)	Y(3)	Y(3)	Y	Y	Y	Y	Y	N(4)	Y(2)	Y	N	N	N	N	N	N	N	N	N	N	N	N	R
3.4 GOVERNMENTAL, INSTITUTIONAL & PUBLIC SERVICE USES																											
3.4.1 Municipal	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	NR
3.4.2 Educational	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	NR
3.4.3 Religious	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	NR
3.4.4 Nursing Home	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	N	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	R
3.4.5 Public or Private Utility Facilities	N	N	N	N	N	N	N	N	N	SPS	SPS	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	R
3.4.6 Child Care Facility	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	NR
3.4.7 Other Public Use (5)	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	NR
3.4.8 Full Service Retirement Community	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	R
3.4.9 Assisted Living Residence (6)	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	N	N	SPS	SPS	SPS	N	N	N	N	N	N	N	R
3.4.10 Wireless Communication Facility (7)	SPP	SPP	N	N	N	N	N	N	N	N	SPP	N	N	N	SPP	SPP	SPP	SPP	SPP	SPP	SPP	SPP	SPP	SPP	SPP	SPP	NR
3.4.11 Commercial Education or Instruction	N	N	N	N	N	N	N	N	N	Y	Y	SPS	SPS	SPS	Y	Y	SPS	Y	Y	Y	Y	Y	Y	Y	Y	Y	R
3.5 BUSINESS USES																											
3.5.1 Retail Store	N	N	N	N	N	N	N	N	Y(8)	SPS(11)	Y	Y	Y	Y	N	N	Y	Y	Y	N	N	N	N	N	N	N	R
3.5.2 Office	N	N	N	N	N	N	N	Y(8)	SPS(11)	SPS(11)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	R
3.5.3 Health Care Facility	N	N	N	N	N	N	N	N	N	Y	SPS(11)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	R
3.5.4 Hospital, Medical Center	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	R
3.5.5 Restaurant (9)	N	N	N	N	N	N	N	N	SPS(8)	SPS	SPS	SPS	SPS	SPS	N	SPS	SPS	SPS	SPS	N	N	N	N	N	N	N	R
3.5.6 Combined Business & Dwelling	N	N	N	N	N	N	N	N	Y(8)	SPS	Y	Y	Y	Y	N	N	Y	Y	Y	Y	N	N	N	N	N	N	R
3.5.7 Hotel, Motel, Inn, Conference Center	N	N	N	N	N	N	N	N	N	SPS	SPS	SPS	SPS	SPS	N	SPS	SPS	SPS	SPS	SPS	N	N	N	N	N	N	R

TABLE OF PRINCIPAL USES

PRINCIPAL USES listed in this Table are subject to provisions in corresponding Section 3.

PRINCIPAL USES	RESIDENTIAL DISTRICTS					VILLAGE DISTRICTS					OFFICE DISTRICTS		BUSINESS DISTRICTS			INDUSTRIAL DISTRICTS					SP. DIST						
	R-2	R-4	R-8	R-8/4	R-10	R-10/8	R-A	R-AA	VR	EAV	EAV-2	NAV	SAV	WAV	OP-1	OP-2	KC	LB	PM	GI	LI	LI-1	SM	TD	ARC	SITE PLAN	
3.1 BUSINESS USES (continued)																											
3.1.8 Bed & Breakfast	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	Y	SPS	SPS	SPS	SPS	Y	Y	Y	Y	Y	Y	N	N	N	N	N	N	R
3.1.9 Lodge or Club	N	N	N	N	N	N	N	N	N	SPS	SPS	SPS	SPS	SPS	N	N	SPS	SPS	SPS	N	N	N	N	N	N	N	R
3.1.10 Veterinary Care	N	N	N	N	N	N	N	N	SPS(8)	SPS	SPS	N	SPS	SPS	N	N	Y	Y	Y	Y	Y	Y	Y	SPS	N	N	R
3.1.11 Animal Boarding	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	SPS	SPS	SPS	N	N	SPS	SPS	N	N	R
3.1.12 Services	N	N	N	N	N	N	N	N	Y(8)	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	N	N	N	N	N	N	N	R
3.1.13 Repair Shop, Technical Shop, Studio	N	N	N	N	N	N	N	N	Y(8)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	R
3.1.14 Building Trade Shop	N	N	N	N	N	N	N	N	N	N	Y	Y	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	R
3.1.15 Commercial Recreation (10)	N	N	N	N	N	N	N	N	SPS(11)	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	N	R
3.1.16 Commercial Entertainment	N	N	N	N	N	N	N	N	N	Y	Y	N	SPS	SPS	N	N	SPS	SPS	SPS	N	N	N	N	N	N	N	R
3.1.17 Golf Course in Residential Districts	SPP	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	NR
3.1.18 Great Country Skiing in Residential Districts	SPP	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	NR
3.1.19 Districts	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	R
3.1.20 Vehicle Service Station	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	SPS	Y	Y	N	N	N	N	N	N	N	R
3.1.21 Vehicle Repair	N	N	N	N	N	N	N	N	N	N	N	N	N	SPS	N	N	SPS	Y	Y	N	Y	N	Y	N	N	N	R
3.1.22 Vehicle Body Shop	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	Y	Y	N	Y	N	Y	N	N	N	R
3.1.23 Vehicle Sale, Rental	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	Y	Y	N	N	N	N	N	Y	N	R
3.1.24 Parking Facility	N	N	N	N	N	N	N	N	N	N	N	Y	N	N	N	N	Y	Y	Y	N	N	N	N	N	Y	N	R
3.1.25 Transportation Services	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	SPS	N	N	Y	SPS	N	N	N	N	Y	N	R
3.1.26 Adult Uses	N	N	N	N	N	N	N	N	N	N	N	N	N	N	SPS	N	N	N	N	N	N	N	N	N	SPS	N	R
3.2 INDUSTRIAL USES																											
3.2.1 Warehouse	N	N	N	N	N	N	N	N	N	N	N	N	N	N	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y	N	R
3.2.2 Distribution Plant	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	SPS	N	N	SPS	N	N	N	N	N	SPS	N	R
3.2.3 Manufacturing	N	N	N	N	N	N	N	N	N	N	N	N	N	N	Y	Y	SPS	N	Y	Y	Y	Y	Y	Y	Y	N	R
3.2.4 Scientific	N	N	N	N	N	N	N	N	N	N	N	N	N	N	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	SPS	N	R

NOTES FOR TABLE OF PRINCIPAL USES

- (1) A Single FAMILY Dwelling with one Apartment shall require a Special Permit from the Board of Appeals, if located on a LOT with less than 15,000 square feet in LOT area, or if the Apartment is located in a detached BUILDING. See Sections 3.3.2.9 and 3.3.2.10 of USE Definitions.
- (2) Not more than four DWELLING UNITS shall be permitted per multifamily dwelling. At least one of the DWELLING UNITS shall be occupied by the owner of the property. For purposes of this footnote, the owner shall be defined as one or more individuals residing in a DWELLING UNIT who hold legal or beneficial title and for whom the DWELLING UNIT is the primary residence for voting and tax purposes. In the VR District a Site Plan Special Permit shall not be required. In the SAV district, the Board of Selectmen may by Special Permit allow more than four DWELLING UNITS per Multifamily Dwelling.
- (3) Not more than four DWELLING UNITS shall be permitted per multifamily dwelling.
- (4) Multifamily dwellings created under the provisions of Section 5.4 and Section 5.5 shall be permitted.
- (5) If the proposed USE will be located in the Floodway Fringe, as defined in Section 4.1, or Zones 1, 2 or 3 of the Groundwater Protection District, as defined in Section 4.3, before granting a special permit under this Section the applicant shall submit the information required under Sections 4.1 or 4.3 and the Board of Selectmen shall find that the proposed USE complies with the requirements of Sections 4.1.8.1 and 4.1.9, and 4.3.8 through 4.3.10 respectively.
- (6) Assisted Living Residences with 10 or fewer residents shall not require a Special Permit or Site Plan Special Permit.
- (7) Refer to Section 3.10 for specific standards for Wireless Communication Facilities and for certain categorical exemptions from the requirements set forth in the Table of PRINCIPAL USES.
- (8) Provided that the owner of the property resides on the property, the business USE is limited to 500 square feet of NET FLOOR AREA, and all parking spaces are provided to the rear or side of the BUILDING. For purposes of this footnote, the owner shall be defined as one or more individuals residing in a DWELLING UNIT who hold legal or beneficial title and for whom the DWELLING UNIT is the primary residence for voting and tax purposes. The business USE hereunder shall not be deemed a home occupation. Home occupations are authorized separately under Section 3.8.1.2. Site Plan Special Permit shall not be required. Hours of business operation shall be limited to 7 AM to 9 PM Monday through Saturday, except hours of retail sale shall be limited to 7 AM to 7 PM Monday through Saturday. Exterior lighting fixtures for the business USE shall not be illuminated except during hours of business operation.
- (9) No Special Permit shall be required for a Restaurant with 10 seats or less.
- (10) No Special Permit shall be required for Commercial Recreation facilities with a NET FLOOR AREA of less than 2,000 square feet.
- (11) No Special Permit shall be required for this USE if its NET FLOOR AREA is 5000 square feet or less.

TABLE OF STANDARD DIMENSIONAL REGULATIONS

See also Special Provisions and Exceptions to Dimensional Regulations (Section 5.3), Transfer of Development Rights for special dimensional regulations affecting the LB, NAV and EAV Districts and certain land in the R-2, R-8 and R-10/8 Districts along and near Great Road (Section 5.4), Special Provisions for Village Districts (Section 5.5), Special Dimensional Requirements in the Groundwater Protection District (Section 4.3), Special Dimensional Regulations for Open Space Developments (OSD - Section 4.2), Planned Conservation Residential Communities (PCRC - Section 9), and Senior Residences (Section 9.3)

The symbol "NR" on this Table indicates no specific minimum or maximum regulation.

DISTRICT	ZONING DISTRICTS	MINIMUM LOT AREA in sq. ft.	MINIMUM LOT FRONTAGE in feet	MINIMUM LOT WIDTH in feet	MINIMUM FRONT YARD in feet	MINIMUM SIDE & REAR YARD in feet	MINIMUM OPEN SPACE in percent	MAXIMUM FLOOR AREA RATIO	MAXIMUM HEIGHT in feet
RESIDENTIAL DISTRICTS	R-2	20,000	150	50	30	10	NR	NR	36
	R-4	40,000	175	50	45	20	NR	NR	36
	R-8	80,000	200	50	45	20	NR	NR	36
	R-8/4	80,000	200	50	45	20	NR	NR	36
	R-10	100,000	250	50	45	20	NR	NR	36
	R-10/8	100,000	250	50	45	20	NR	NR	36
	R-A	100,000	200	50	30	10 (3)	35%	NR	36
	R-AA	10,000	100	50	30	10	35%	NR	36
VILLAGE DISTRICTS	VR	15,000	50	NR	10	10	20%	NR	36
	EAV	NR	NR	NR	10 (10)	NR (1)	25%	0.20 (4)	36
	EAV-2	15,000	50	NR	10	10 (1)	35%	0.20 (4)	36
	NAV	10,000	100	50	10 (9)	10 (1)	35%	0.20 (4)	36
	SAV	NR	NR	NR	10 (10)	10	NR	0.20 (13)	36 (12)
	WAV	NR	NR	NR	5 (10)	NR (1)	NR	0.40 (11)	36 (12)
	OP-1	80,000	200	50	50	30 (7)	50%	0.20 (14)	36
	OP-2	80,000	200	50	50	30 (7)	50%	0.20 (16)	40
BUSINESS DISTRICTS	KC	10,000	100	50	30	NR (6)	NR	0.40 (15)	36
	LB	20,000	200	50	75 (5)	30 (6)	50%	0.20 (4)	36
	PM	10,000	100	50	30	20	35%	0.20	40
	GI	40,000	100	50	45	20 (2)	35%	0.20	40
	LI	80,000	200	50	50	30 (2)	35%	0.20	40
INDUSTRIAL DISTRICTS	LI-1	80,000	200	50	50	30 (2)	50%	0.10	40
	SM	40,000	100 (8)	50	50	30 (2)	35%	0.20	36
	TD	40,000	100	50	45	50 (2,17)	35%	0.20	40
SP DISTRICT	ARC	NR	20	50	20	10	NR	NR	36

NOTES for TABLE OF STANDARD DIMENSIONAL REGULATIONS

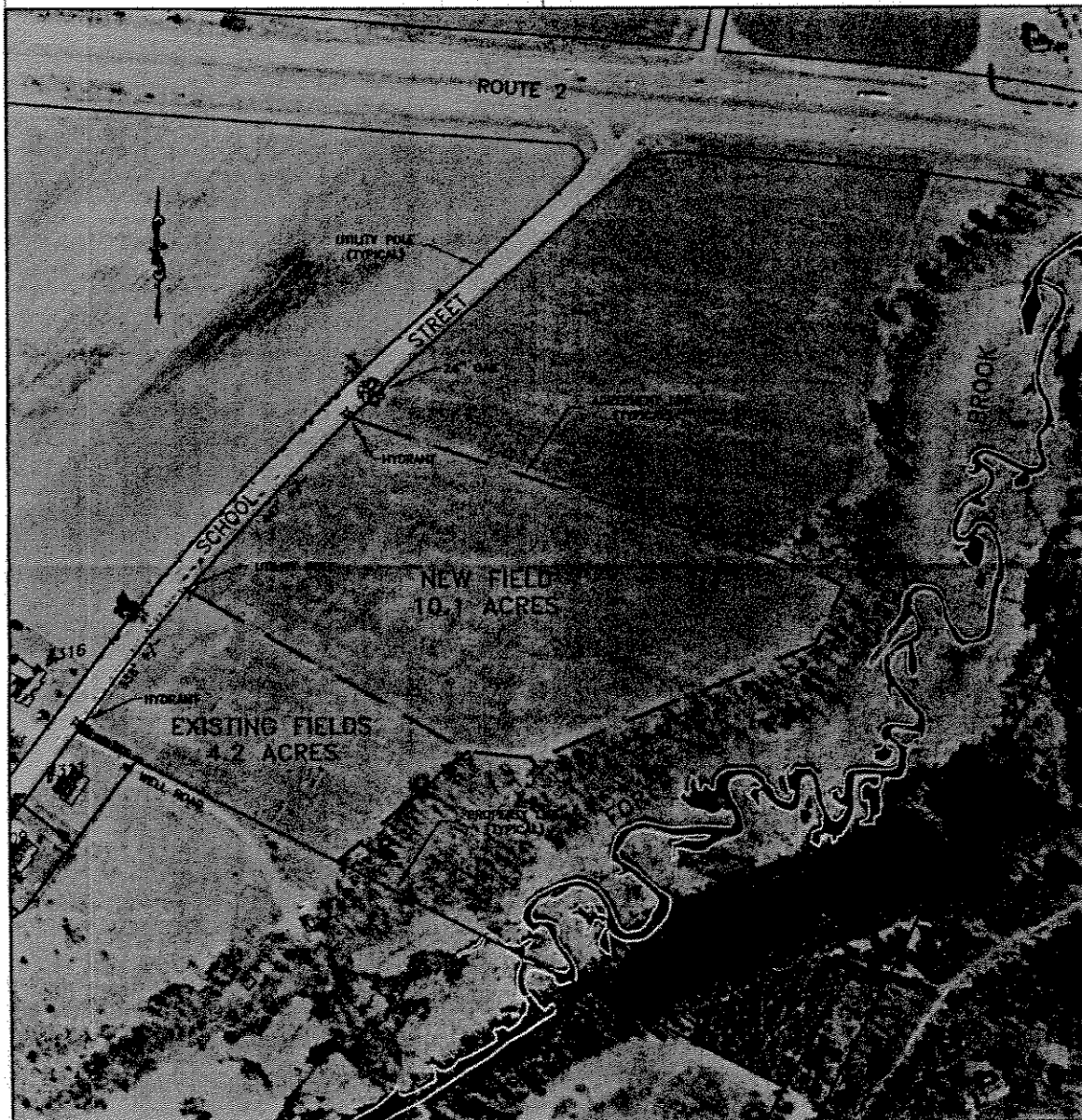
- (1) Where a nonresidential USE abuts a residential district the yard or yards abutting the residential district shall be 20 feet in WAV, 30 feet in NAV and 30 feet in EAV and EAV-2.
- (2) If the LOT abuts a Residential District, whether directly or separated by a public or railroad right of way, the side and rear yards abutting the Residential District shall be increased as follows:

Industrial District	Minimum Side or Rear Yard
TD	200 feet
GI	100 feet
LI or LI-1	60 feet
SM	50 feet
- (3) Where a Multifamily Dwelling USE abuts a residential zoning district other than R-A the minimum side and rear yard shall be increased to 30 feet.
- (4) In the EAV District, subject to the provisions in Sections 5.4 and 5.5B. In the EAV-2 District, subject to the provisions in Section 5.5B.2. In the NAV District, subject to the provision in Section 5.4 and 5.5C. In the LB District, subject to the provisions in Section 5.4.
- (5) The minimum front yard to the sideline of STREETS other than Great Road shall be 30 feet. On LOTS with FRONTAGE on Great Road and in existence on or before February 15, 1990, where the 75-foot minimum front yard to the sideline of Great Road would exceed 30% of the LOT depth, the front yard may be reduced to 30% of that LOT depth, but not to less than 30 feet. Lot depth shall be measured in a line that is perpendicular to the Great Road sideline.
- (6) If the LOT abuts a residential zoning district the minimum side and rear yard shall be 50 feet. On LOTS in existence on or before February 15, 1990 where the minimum side or rear yard exceeds 20% of the LOT depth, the side or rear yard may be reduced to 20% of that LOT depth, but not to less than 30 feet. Lot depth shall be measured in a line that is perpendicular to the applicable side or rear LOT line.
- (7) If the LOT abuts a Residential District the minimum side and rear yard shall be 60 feet.
- (8) Minimum LOT FRONTAGE on Rt. 27 (Main Street) shall be 200 feet.
- (9) Where a LOT is facing Great Road or Main Street the minimum front yard shall be 30 feet.
- (10) The maximum front yard shall be ten (10) feet in the WAV District and twenty feet (20') in the SAV and EAV Districts, or the lesser of the front yards of the two BUILDINGS or STRUCTURES on either side, whichever is the least. Exceptions: a) The maximum front yard requirement shall not apply to a BUILDING or STRUCTURE in the rear of an existing BUILDING or to an addition to the rear of an existing BUILDING or STRUCTURE, if all are located on one LOT with FRONTAGE on only one STREET. b) The maximum front yard requirement shall not apply to a BUILDING or STRUCTURE on a LOT without FRONTAGE and located entirely in the rear of existing BUILDINGS or STRUCTURES so that it does not face a STREET.
- (11) The FLOOR AREA RATIO may be increased to .70 provided that for every 1000 square feet of non-residential NET FLOOR AREA built above a FLOOR AREA RATIO of .40 an at-least-equal amount of residential NET FLOOR AREA is provided simultaneously.
- (12) The minimum height of a BUILDING shall be twenty (20) feet. Accessory BUILDINGS, such as garages or sheds, may be less than 20 feet in height.
- (13) The maximum Floor Area Ratio (FAR) may be increased to .40, provided that for every square foot of non-residential NET FLOOR AREA built above FAR of .20 an equal amount or more of habitable residential NET FLOOR AREA is provided simultaneously, and set aside for exclusive residential USE.
- (14) On LOTS within the OP-1 District, which on April 3, 1995 were held in common ownership the FLOOR AREA RATIO may be calculated by dividing the sum of the NET FLOOR AREA of all BUILDINGS on such LOTS by the DEVELOPABLE SITE AREA of such LOTS, whether or not such LOTS are contiguous or divided by a STREET.
- (15) Subject to certain provisions in Section 5.6, Special Provisions for the Kelley's Corner District.
- (16) Subject to certain provisions in Section 5.7, Special Provisions for the Office Park 2 District.
- (17) Landscaped screening shall be required to separate a nonresidential USE from a Residential District. The screen shall be 100 feet in width and shall be nontransparent in all seasons of the year from the ground to a height of at least six (6) feet, with intermittent visual obstruction to a height of at least 20 feet. The screen is intended to exclude visual contact between uses and to create a strong impression of spatial separation. It may be composed of a wall, fence, landscaped earth berm, or densely planted vegetation or a combination of these items.

SCHOOL STREET LAND AGREEMENT (TOWN MAP H-4, PARCEL 6)

RECORD OWNER
COMMONWEALTH OF MASSACHUSETTS
DEED BOOK 2647, PAGE 41
RECORDED ON APRIL 11, 1898

PREPARED BY
TOWN OF ACTON ENGINEERING DEPT.
PLAN DATE: AUGUST 15, 2003
SCALE: 1"=200'



LICENSE TO USE STATE-OWNED FARMLAND FOR NON-MOTORIZED TOWN
RECREATIONAL AND PARKS PURPOSES ONLY.

PROPERTY BOUNDARY: FROM WELL ROAD TO FIRE HYDRANT ON SCHOOL
STREET, THEN EAST TO TIMBERLINE.

INITIAL DURATION: CONTRACT EXPIRES APRIL 30, 2013.

RENEWAL OPTIONS: ONE OPTION TO RENEW. THAT OPTION IS FOR UP TO
TEN (10) YEARS.

TOWN OF ACTON 1000 PLATE 24 PCL. 6 ☒

OWNER Comm. of Massachusetts

ADDRESS _____

LOCATION 323 School St.

DEED BOOK 7047 PAGE 041

DATE 4-11-1898

FRONTAGE 1550' ± SCHOOL ST.

PLAN NONE

LOT Part of
HEYWARD FARM

AREA 50+ AC "P"

Zoned

ARC

Agriculture
Recreation
Conservation

TOWN OF ACTON 11.1		PLATE 34	PCI 5 ✓
OWNER <i>Commonwealth of Massachusetts</i>			
ADDRESS			
LOCATION 330 346 School St			
DEED: BOOK 2647		PAGE 041	PLAN NONE
DATE 4-11-1898			
FRONTAGE 1600 ±		LOT 10' of REYNOLDS FILL	
		AREA 42 ± Ac. "P"	

TOWN OF ACTON



1000

